

DENTONS US LLP  
4675 MACARTHUR COURT, SUITE 1250  
NEWPORT BEACH, CALIFORNIA 92660  
(949) 732-3700

1 RONALD D. KENT (Bar No. 100717)  
2 ronald.kent@dentons.com  
3 DENTONS US LLP  
4 4675 MacArthur Court, Suite 1250  
5 Newport Beach, California 92660  
6 Telephone: (949) 732-3700  
7 Facsimile: (949) 732-3739

8 WILLIAM T. O'BRIEN (pending admission *pro hac vice*)  
9 william.obrien@dentons.com  
10 DENTONS US LLP  
11 1900 K Street, N.W.  
12 Washington, D.C. 20006  
13 Telephone: (202) 496-7500  
14 Facsimile: (202) 496-7756

15 Attorneys for Defendant  
16 Thales Avionics, Inc.

17 UNITED STATES DISTRICT COURT  
18 CENTRAL DISTRICT OF CALIFORNIA

19 WAMAR INTERNATIONAL, LLC, a  
20 California limited liability company,

21 Plaintiff,

22 vs.

23 THALES AVIONICS, INC., a  
24 Delaware corporation; THALES, S.A.,  
25 a public joint stock company  
26 organized under the laws of France;  
27 JEAN-MARC BUDIN, an individual;  
28 and DOES 1 through 20, inclusive

Defendants.

Case No. 8:18-CV-2217

**NOTICE OF REMOVAL**

Orange County Superior Court  
Case No. 30-2018-01031861-CU-BC-CXC

[Civil Case Cover Sheet, Notice of  
Interested Parties and Corporate Disclosure  
Statement filed concurrently]

Complaint Filed: Nov. 8, 2018  
Trial Date: None Set

29 TO: THE CLERK OF THE UNITED STATES DISTRICT COURT FOR  
30 THE CENTRAL DISTRICT OF CALIFORNIA AND TO  
31 PLAINTIFF AND ITS ATTORNEYS OF RECORD:

32 PLEASE TAKE NOTICE that pursuant to 28 U.S.C. §§ 1331, 1367, 1441,  
33 and 1446, Defendant Thales Avionics, Inc. ("Thales Avionics"), by and through its

undersigned counsel, hereby removes this proceeding, entitled *Wamar International, LLC v. Thales Avionics, Inc., Thales, S.A. and Jean-Marc Budin*, Case No. 30-2018-01031861-CU-BC-CXC, currently pending in the Superior Court of the State of California, County of Orange (“Superior Court”), to this Court. The grounds for removal are as follows:

### **I. BACKGROUND AND PARTIES**

Plaintiff Wamar International, LLC (“Wamar”) filed its complaint on November 8, 2018 (“Complaint”).<sup>1</sup> Thales Avionics was served with the Complaint on November 14, 2018.<sup>2</sup> Thales Avionics has no knowledge that Mr. Jean-Budin, a French national, has been served with process. Wamar’s counsel has claimed to counsel for Thales Avionics that Wamar has served Thales, S.A, but such purported service appears to be improper and ineffective. Nevertheless, in an abundance of caution, Thales Avionics submits a statement from Thales, S.A. consenting to removal, which is attached as Exhibit 2. In that consent, Thales, S.A., reserves its right to object to Wamar’s purported service upon it and move to quash, along with its right to seek dismissal for the lack of personal jurisdiction and its right to compel arbitration.

Wamar’s Complaint raises fourteen (14) causes of action ranging from breach of contract to quantum meruit, which all arise out of the same allegations. The crux of Wamar’s causes of action is that Thales Avionics, coordinating with the other two defendants, entered into agreements with Wamar but then refused to pay the allegedly promised compensation. Among these causes of action is a federal claim under the Racketeer Influenced and Corrupt Organizations Act (“RICO”), 18 U.S.C. §1961 et seq.

<sup>1</sup> True and correct copies of all process, pleadings, and orders served upon defendants are attached as Exhibit 1.

<sup>2</sup> Aside from removing the above-mentioned matter from the Superior Court to this Court, Thales Avionics is not waiving any rights, defenses, or objections, including its right to compel arbitration.

1 Wamar seeks \$240.75 million in actual damages, \$720 million in exemplary  
 2 damages, and \$720 million in RICO damages. Ex. 1, Complaint at Section V.  
 3 Prayer. Put another way, the damages alleged for its federal RICO claim is nearly  
 4 half of the damages Wamar seeks in its prayer for relief.

## 5 II. BASIS FOR REMOVAL

6 Thales Avionics may properly remove this case to this Court pursuant to 28  
 7 U.S.C. § 1441(a). The Court has original subject-matter jurisdiction pursuant to 28  
 8 U.S.C. § 1331 because the Complaint asserts a federal statutory claim. Specifically,  
 9 the Complaint asserts in the thirteenth cause of action RICO violations under 18  
 10 U.S.C. §1961 et seq., based on alleged wire and mail fraud under 18 U.S.C. §§  
 11 1341 and 1343, and alleged money laundering under 18 U.S.C. § 1956. Ex. 1,  
 12 Complaint at ¶¶352-71. Further, Wamar seeks damages, fees, and costs pursuant to  
 13 18 U.S.C. § 1964(c). *Id.* at ¶371.

14 It is well established that when a complaint “alleges a RICO claim, which is  
 15 a claim created by federal law, it is an action within the Court’s original  
 16 jurisdiction. As an action within the Court’s original jurisdiction, Defendants could  
 17 properly remove it to this Court.” *Tap Holdings LLC v. PNC Bank*, CV 08-6310  
 18 PA (JTLx), 2008 U.S. Dist. LEXIS 126946, at \*5 (C.D. Cal. Nov. 24, 2008); *see*  
 19 *also, Brewer v. Wells Fargo Bank, N.A.*, CV 13-03207 DMG (VBK), 2013 U.S.  
 20 Dist. LEXIS 193676, at \*10-11 (C.D. Cal. Jul. 16, 2013) (noting that “RICO is a  
 21 federal statute which establishes federal question jurisdiction” making it proper to  
 22 remove case to federal court); *Bogosian v. CR Title Servs.*, 5:11-cv-02043 EJD  
 23 (HRL), 2011 U.S. Dist. LEXIS 91072, at \*5-7 (N.D. Cal. Aug. 16, 2011) (noting  
 24 that “court may exercise removal jurisdiction” based upon the finding that “the  
 25 complaint raises federal questions [e.g., RICO claims] on its face”); *Destfino v.*  
 26 *Kennedy*, CV-F-08-1269 LJO DLB, U.S. Dist. LEXIS 95149, at \*3-4 (E.D. Cal.  
 27 Nov. 12, 2008) (noting that “the RICO claim is a federal claim and which appears  
 28 on the face of the complaint” making is sufficient removal from state court to

1 federal court). Further, “[w]hile the action could have remained in state court, the  
 2 decision to remove the action was squarely within Defendant’s power.” *Tap*  
 3 *Holdings*, 2008 U.S. Dist. LEXIS 126946 at \*6.

4 Here, a claim created and governed by federal law appears on the face of  
 5 Wamar’s Complaint. Wamar’s federal RICO claim not only raises a substantial  
 6 federal question but is based on a common nucleus of operative facts as its state-  
 7 law claims. Specifically, Wamar’s RICO allegations not only rely upon but echo  
 8 the same allegations that Thales Avionics, coordinating with the other two  
 9 defendants, entered into agreements with Wamar but then refused to pay allegedly  
 10 promised compensation. *E.g., Cf., Ex. 1, Complaint at ¶¶172, 184 and 202 with*  
 11 *¶¶354 and 358.* Thus, “this Court has supplemental jurisdiction over [Wamar’s]  
 12 state law claims” under 28 U.S.C. § 1367. *Destfino*, 2008 U.S. Dist. LEXIS 95149  
 13 at \*5-6 (citing *Brady v. Brown*, 51 F.3d 810, 815 (9th Cir. 1995)). As such, the  
 14 Court has jurisdiction over all the claims asserted by Wamar in its Complaint.

### 15 **III. REMOVAL TO THIS COURT IS TIMELY AND PROPER**

16 Thales Avionics has filed this Notice of Removal within thirty days of  
 17 November 14, 2018, when it was served with the Complaint. Therefore, this Notice  
 18 of Removal is timely filed in accordance with 28 U.S.C. § 1446(b). Thales  
 19 Avionics has further attached hereto a copy of all process, pleadings, and orders  
 20 served upon defendant pursuant to 28 U.S.C. § 1446(a).

21 As noted above, Thales Avionics has no knowledge that Mr. Jean-Marc  
 22 Budin has been served with the Complaint. This, however, does not pose a  
 23 procedural defect at this stage. “[D]efendants who have not been properly served at  
 24 the time the removal notice is filed are not required to join, and their consent can be  
 25 subsequently obtained.” *Bogosian*, 2011 U.S. Dist, LEXIS 91072 at \*7-8 (citing  
 26 *Destfino v. Reiswig*, 630 F.3d 952, 956-57 (9th Cir. 2011)). Indeed, Thales  
 27 Avionics has fulfilled its obligation under 28 U.S.C. § 1446(b) by explaining in the  
 28 affirmative above that Budin is effectively non-joining defendants due to Wamar’s

1 failure to properly serve them at the time of this removal action. *Id.* (citing *Prize*  
2 *Frize, Inc v. Matrix Inc.*, 167 F.3d 1261, 1266 (9th Cir. 1999), superseded by statute  
3 on other grounds, 28 U.S.C. § 1453(b)).

4 As evidenced by the written consent attached as Exhibit 2, Thales S.A.  
5 consents to this removal.

6 Finally, pursuant to 28 U.S.C. § 1446(d), Thales Avionics will promptly  
7 serve on Wamar and file with the clerk of the Superior Court this Notice, together  
8 with written notice thereof. Thales Avionics will also file with this Court a  
9 certificate of service upon Wamar and of the filing with the Superior Court.

#### 10 **IV. CONCLUSION**

11 Wherefore, Thales Avionics respectfully removes this proceeding, entitled  
12 *Wamar International, LLC v. Thales Avionics, Inc., Thales, S.A. and Jean-Marc*  
13 *Budin*, Case No. 30-2018-01031861-CU-BC-CXC, currently pending in the  
14 Superior Court of the State of California, County of Orange, to this Court.

15  
16 Dated: December 13, 2018

Respectfully submitted,  
DENTONS US LLP

19 By: /s/ Ronald D. Kent  
20 Ronald D. Kent

21 Attorneys for Defendant  
22 Thales Avionics, Inc.  
23  
24  
25  
26  
27  
28